

(c108j0b-0805) **SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.02—Notice to Proceed** is replaced with the following:

Unless otherwise indicated in the Contract, the date of the Notice to Proceed will be the date of contract execution. The State Contract Engineer will contact the Contractor on the date of contract execution to inform him of such action. The State Contract Engineer will confirm this date in the letter of Contract Execution. This letter of Contract Execution will be distributed to Department personnel involved in the administration of the Contract as well as the Contractor.

In the event the Contractor for matters of his convenience wishes to begin work later than 15 days from the Notice to Proceed as stated in Section 108.03, he shall make such a request in writing to the Engineer promptly after the execution of the Contract. If the Contractor's start date is acceptable to the Engineer, the Contractor will be notified in writing; however, the Contract fixed completion date will not be adjusted but will remain binding. The Contractor's request to adjust the start date for the work on the Contract will not be considered as a basis for claim that the time resulting from Contractor's requested start date, if accepted by the Engineer, is insufficient to accomplish the work nor shall it relieve the Contractor of his responsibility to perform the work in accordance with the scope of work and requirements of the Contract. In no case shall work begin before the Department executes the Contract. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he plans to begin the work.

**Section 108.03—Prosecution of Work** is amended to replace the first sentence with the following:

The Contractor shall begin work within 15 calendar days of the date of contract execution unless permitted otherwise by specific language in the Contract or as permitted by the provisions of Section 108.02.

**Section 108.09—Determination and Extension of Contract Time Limit** is amended to delete the last paragraph and replace the second and third paragraphs with the following:

If the satisfactory fulfillment of the Contract with extensions and increases meeting the requirements of Sections 104.02 and 104.03 requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request and, if authorized, the amount of additional time to be added to the contract time limit as well as the additional quantities that gave rise to the time extension will be listed in the extra work order.

With a fixed date contract when the date of contract execution is not within 60 calendar days after the opening of bids, or when the Contractor is unable to commence work because of any failure of the Department, or when the

Contractor is delayed because of the fault of the Department, the Contractor will be given an extension of time based on the number of days delayed beyond the 60 days. No time extension will be allowed for a delay in the date of contract execution when the delay is the fault of the Contractor.

**Section 108.09(a) Calendar Days** is amended to delete the second paragraph and to replace the last sentence of the first paragraph with the following:

The contract time limit may be adjusted on a day-for-day basis when the work is suspended.

**Section 108.13—Default of Contract** is revised to replace (a) with the following:

(a) fails to begin the work under the Contract within 15 calendar days of the date of contract execution except as otherwise permitted by specific contract language or the provisions of Section 108.02.

**Table I-1 Schedule Of Liquidated Damages** is replaced by the following:

**TABLE I-1**  
**Schedule of Liquidated Damages**

Original Contract Amount In Dollars		Daily Charge In Dollars
0	- 500,000	350
500,001	- 2,000,000	600
2,000,001	- 8,000,000	1,350
8,000,001	- 15,000,000	2,500
15,000,001	- Plus	3,100

7-28-05 (SPCN)